

AGREEMENT

THIS AGREEMENT made this 24th day of February, 2025, by and between **BOARD OF SCHOOL DIRECTORS OF THE WALLINGFORD-SWARTHMORE SCHOOL DISTRICT**, with its principal offices located at 200 South Providence Road, Wallingford, Pennsylvania 19086-6634 (hereinafter referred to as “District” or “Board”) and **DR. RUSSELL D. JOHNSTON** (hereinafter referred to as “Dr. Johnston” or “Superintendent”).

WITNESSETH:

WHEREAS, the Board by action dated February 24, 2025, has voted to elect Dr. Johnston as District Superintendent for the time period of May 1, 2025 until April 30, 2030;

WHEREAS, the Board desires to provide Dr. Johnston with a written Employment Agreement in order to: (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall educational program; and (2) to comply with the District Superintendent employment agreement provisions of Pennsylvania’s Public School Code of 1949, as amended (hereinafter referred to as “Public School Code”); and

WHEREAS, the purpose of this Agreement is for the parties to set forth the understandings governing compensation and fringe benefits and other terms and conditions of employment reached between the District and Dr. Johnston.

NOW, THEREFORE, the parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. **Term of District Superintendent.** In consideration of the promises herein contained, the Board has employed the Superintendent, and the Superintendent hereby accepts said employment as Superintendent of the District for a term commencing May 1, 2025 and ending April 30, 2030 (“Term”). This Agreement shall terminate immediately upon the

expiration of the aforesaid Term unless the Agreement is modified or terminated in accordance with this Agreement or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code. By execution of this Agreement, the Superintendent hereby accepts employment by the District as District Superintendent for the Term under the terms and conditions set forth in this Agreement.

2. **Initial Base Compensation.** Dr. Johnston's base annual salary as Superintendent shall be Two Hundred Sixty Thousand Dollars (\$260,000.00), less legally required withholdings. Such salary shall be payable monthly or semi-monthly, in accordance with the policies and procedures of the District's Business Department, less the contributions required by law to be paid to the Public School Employees' Retirement Fund and less other proper and necessary withholdings and deductions required by law. Dr. Johnston's base annual salary of \$260,000.00 will be prorated for the months of May and June of 2025 to reflect less than a full year of service.

3. **Compensation Adjustments.** Conditioned upon Dr. Johnston receiving at least a proficient or satisfactory evaluation for his performance in the immediately preceding school year, Dr. Johnston's base annual salary set forth in Paragraph 2 herein shall be adjusted for increases effective July 1, 2026, for school year 2026-2027; July 1, 2027, for school year 2027-2028; July 1, 2028, for school year 2028-2029; and July 1, 2029, for school year 2029-2030, recognizing that this Agreement shall terminate on April 30, 2030. Dr. Johnston's compensation adjustments shall be based upon:

a. **Increases.** Dr. Johnston's base annual salary increases as of the July 1 anniversary date set forth in paragraph 3 herein shall be based upon increasing Dr. Johnston's base annual salary by 3%, assuming that Dr. Johnston receives at least a proficient or satisfactory evaluation for his performance in the immediately preceding school year.

i. In the event that the administrators covered by the District's Act 93 Compensation Plan required pursuant to Section 11-1164 of the Public School Code receive an average increase in excess of 3% per year, Dr. Johnston's base annual salary will increase by the same percentage amount conditioned upon receiving at least a proficient or satisfactory evaluation for his performance.

ii. Nothing in this language will prevent the Board from awarding Dr. Johnston a supplemental increase that may or may not be included in Dr. Johnston's base salary for future increases based upon the Board determining that Dr. Johnston's performance for the school year in question was meritorious within the Board's sole and exclusive discretion.

4. **Assessment of Performance.**

a. Consistent with the provisions of the Public School Code, the Board shall post mutually agreed objective performance standards contained in this Agreement on the District's publicly accessible internet website. Upon completion of the annual performance assessment, the Board shall post the date of the assessment and whether or not the Superintendent has met the agreed to objective performance standards on the District's publicly accessible internet website.

b. The Superintendent shall be evaluated on a distinguished, proficient/satisfactory, needs improvement, or failing/unsatisfactory methodology as follows:

i. **Distinguished.** Distinguished performance represents a level of performance that exceeds the already high standard of proficient. A rating of Distinguished is reserved for performance that is of such a high level that it can serve as a model.

ii. Proficient/Satisfactory. Proficient or satisfactory is understood to be a fully satisfactory level of performance. This is the rigorous expected level of performance, demanding, but attainable.

iii. Needs Improvement. Needs improvement indicates performance that is below the expected level in one or more critical areas of responsibility but is not considered to be unsatisfactory at the time. Improvement is necessary and expected.

iv. Failing or Unsatisfactory. Failing or unsatisfactory is merited when performance not significantly improved following a rating of needs improvement, or performance is consistently below expectations and is considered inadequate, or both.

c. The performance evaluation form shall be in accordance with a performance evaluation form and methodology agreed upon by Dr. Johnston and the Board. The Board and Dr. Johnston shall endeavor as quickly as possible following the entry into this Agreement to develop a mutually-agreed upon performance evaluation form and methodology. It is understood that the performance evaluation form and methodology shall be developed and in place on or before June 30, 2025. The evaluation form and methodology will be considered to be incorporated into this Agreement. It is understood that the agreed-upon performance evaluation form and methodology selected by the parties shall require the Board of the District to submit a “unified evaluation” on that agreed-upon evaluation form rather than “averaging” the feedback of each member of the Board regarding each aspect of the evaluation. In the event that the Board’s “unified evaluation” indicates that the performance of the Superintendent is less than proficient in any respect, it shall describe in writing the specific instances of less than proficient or satisfactory performance. It is understood that a “unified evaluation” does not mean that the entire board is unified over the evaluation, but means a majority of the Board supports the

evaluation to be given to the Superintendent. A copy of the written evaluation shall be delivered to Dr. Johnston. Dr. Johnston shall have the right to make a written response to the evaluation. The Board's evaluations of the Superintendent and any response(s) by the Superintendent are intended to be totally private and in no matter shall become public knowledge or conversation, other than fulfilling the District's obligations to report the meeting of objective performance standards pursuant to Section 1073.1 of the Public School Code. Further, should the actual performance evaluation be subpoenaed or the subject matter of an unappealable court order, the District's Board shall notify Dr. Johnston of such request prior to turning over such information, unless prohibited from doing so pursuant to applicable law.

d. The Board and Dr. Johnston hereby mutually agree that objective performance standards will be developed for each school year in question applicable to the Superintendent for the Superintendent's evaluation. The Board and Dr. Johnston hereby preliminarily mutually agree to the objective performance standards and key objectives for each objective performance standard that are attached hereto as Appendix A for the first full school year, beginning July 1, 2025 through June 30, 2026. The Board and the Superintendent agree to review and discuss these preliminary objective performance standards and objectives in Appendix A and shall mutually agree on any modifications to the objective performance standards and objectives no later than June 30, 2025. As provided by and provided in the Public School Code, these objective performance standards may include measures, such as: student growth and achievement; organization/administrative restructuring and implementation; District operations and fiscal management; communication and community relations; human resource management; professionalism; and any other mutually-agreed upon objective. No later than September 1, 2026 and no later than each subsequent September 1 during the Term of this

Agreement, the Board and Superintendent shall meet to discuss and agree on modifications/updates to the objective performance standards and objectives. The Board and the Superintendent may agree to modifications/updates to the objective performance standards and objectives that address challenges, issues and needs facing the District.

e. By June 30, 2026 and each subsequent June 30th of this Agreement, the Board shall conduct an annual performance assessment. No later than 30 days prior to the Superintendent's annual performance assessment, the Superintendent shall provide the Board with a self-appraisal using the agreed-upon evaluation form and the Board shall consider the Superintendent's self-appraisal in conducting the Superintendent's performance assessment. The annual performance assessment shall be conducted in an executive session limited to members of the Board and Superintendent, who can be excluded from the evaluation component so that the Board can privately review the Superintendent performance.

f. In the event that the Board fails to conduct an annual performance assessment in accordance with the terms of this Agreement, the Superintendent shall receive the base level increase of 3 percent provided in Paragraph 3 in this Agreement during any year of the Term of this Agreement.

5. **Benefits Package.**

a. **Benefits Linked to District's Compensation Plan for Cabinet Level Administrators and the District's Act 93 Compensation Plan (herein "ACP") Required Pursuant to Section 11-1164 of the Public School Code.** Dr. Johnston shall be entitled to the fringe benefits programs provided to cabinet level administrators of the District for the term of the Agreement or the ACP. In the event of an inconsistency between the Agreement or the ACP, the terms of this Agreement shall prevail over the ACP. Notwithstanding the foregoing, Dr.

Johnston will not be eligible for any early retirement incentive in the event the Board elects to offer an early retirement incentive to individuals covered by the ACP or Cabinet Level Administrators' Plan.

b. **ACP Modifications.** Any modifications in benefits to cabinet level administrators or via the ACP or individual administrator's employment contracts will be automatically passed on to Dr. Johnston, with the exception of the early retirement incentive.

c. **Equipment.** The District will provide the Superintendent with the technology necessary to carry out the duties of the superintendency. This shall include a cell/smart phone, tablet, laptop and any monthly charges associated with such technology that is reasonably related to the Superintendent's job responsibilities.

d. **Expense Reimbursement.** The District shall also reimburse Dr. Johnston for District-related expenses not covered by this Agreement, properly incurred and reported by Dr. Johnston, and approved on a monthly basis by the Board President of the District subject to approval by the entire Board on a regular basis. Such District-related reimbursements are not to exceed \$250.00 per month. Notwithstanding the foregoing, business and travel expenses covered by Paragraph 5.e. herein would not be covered, nor will mileage reimbursement eligible for reimbursement by the Internal Revenue Service be included in the \$250.00 per month cap.

e. **Professional Development and Professional/Community Dues and Fees.** The District agrees to pay for membership dues and fees to professional associations to permit Dr. Johnston to have relevant and significant opportunity for professional development with organizations that will provide Dr. Johnston with information and methodologies that will improve the quality of education in the District, as well as membership in community organizations that help foster the community and District partnership for the delivery of

education. The Superintendent shall select his professional development, professional associations and community organizations, with a view toward Dr. Johnston obtaining specific Pennsylvania-based mentorship and focus during the early years of his service to the District, which shall be specifically pre-approved by the Board of the District, which will not be unreasonably withheld. Such professional development and membership dues and fees under this paragraph shall be subject to a maximum amount as set forth in the chart below.

Time Period	Maximum Amount of Dollars During Time Period
5/1/2025-6/30/2026	\$22,500.00
7/1/2026-6/30/2027	\$20,000.00
7/1/2027-6/30/2028	\$18,000.00
7/1/2028-6/30/2029	\$16,000.00
7/1/2029-4/30/2030	\$15,000.00

Such professional development shall include, but not be limited to, participation in appropriate professional meetings and conferences at the local, state, and national levels, as well as reasonable expenses for such attendance.

f. **Consultancies.** The District will permit Dr. Johnston during the period of employment to engage in outside work, with or without compensation, provided that: (1) such outside work will not materially interfere with Dr. Johnston’s duties as District Superintendent; and (2) the District’s Board preapproves such outside work if it is either compensated or if it involves a sustained or repeated time commitment of the Superintendent. The District’s Board will not unreasonably withhold preapproval as set forth above. Dr. Johnston shall not need Board preapproval for any outside work that he is engaged in while using approved leave.

g. **Vacation Leave.** The Superintendent shall receive twenty-five (25) days of vacation leave, with full pay, per year, which shall be credited in full effective on July 1,

2025, and on July 1 of each subsequent year of this Agreement. The Superintendent shall carry forward unused vacation leave up to a maximum of ten (10) days of unused vacation leave from one year of this Agreement to the next as the result of service in the prior school year. Any additional unused vacation days from the prior school year shall be converted to the Superintendent's sick leave. Payment of unused vacation days upon termination shall be at the Superintendent's then-current per diem rate for a maximum payment of thirty (30) days. Per diem rate as the term is used throughout this Agreement shall equal the Superintendent's then-current gross annual salary divided by 260.

h. **Holidays**. The Superintendent shall receive, with full pay, all holidays available to District administrators under the ACP.

i. **Sick Leave**. The Superintendent shall receive twelve (12) days of sick leave, with full pay, per year, which shall be credited in full effective on July 1, 2025 and on July 1 of each subsequent year of this Agreement. Any unused portion of such allowance of sick leave shall be cumulative from year to year without limit.

j. **Personal Days/Emergency Days**. Dr. Johnston shall receive four (4) days of personal leave/emergency leave, with full pay, per year, which shall be credited in full July 1, 2025 and on July 1 of each subsequent year of this Agreement. There shall be no carryover of unused personal/emergency leave.

k. **Bereavement Leave**. Dr. Johnston shall be entitled to five (5) days of bereavement leave, with full pay, each year of this Agreement, because of a death in the Superintendent's immediate family. Immediate family is defined as spouse, child, parent, step-parent, parent-in-law, brother, sister, grandparent, grandchild, or near relative residing in the same household with the Superintendent. The Superintendent shall be entitled to three (3) days

of bereavement leave, with full pay, because of a death of a near relative for each full school year. Near relative is defined as aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

l. **Mileage Reimbursement.** The District will provide Superintendent mileage reimbursement at the approved Internal Revenue Service Mileage Rate when the Superintendent uses his automobile to travel in District and outside of the District for District - related business. The Board shall approve such mileage reimbursements for all District-related business.

m. **Family Medical, Prescription, and Dental Insurance.** The provision of such Family medical, prescription, and dental insurance shall be provided consistent with the ACP.

n. **Term Life Insurance.** Group term life insurance shall be provided to Dr. Johnston with a face dollar amount equivalent to 2.5 times Dr. Johnston's annual salary for the Term of this Agreement so long as Dr. Johnston remains insurable at standard rates. The Superintendent shall have the sole right to determine the beneficiary of such policy.

o. **Tax-Sheltered Annuity Contribution.** To encourage retirement savings, the District shall contribute an amount equal to: 4% of the annual Dr. Johnston's base compensation for the 2025-2026 school year; 4.5% of the annual compensation for the 2026-2027 school year; 5% of the annual compensation for the 2027-2028 school year; 6% of the annual compensation for the 2028-2029 school year; and 6.5% of his base compensation effective July 1, 2029 through April 30, 2030 school year into Dr. Johnston's 403(b) or other comparable tax-sheltered annuity of his choosing. Such contributions shall be in addition to, and not as a reduction of, the District Superintendent's base compensation. Such contributions will

be paid as a non-elective employer contribution into a 403(b) account or other comparable tax-sheltered account established by the District Superintendent. Such contributions shall be paid in accordance with the terms of this Agreement, except that no employer contributions, when combined with the Superintendent's own 403(b) or other comparable account deferrals, if any, shall exceed the contribution limits of Section 415(c)(1) of the Internal Revenue Code. If any amount due under this Agreement exceeds the applicable limit for any year, the unpaid amount shall be contributed to the Superintendent's 403(b) account or comparable account in the next calendar year or years but, in no event, beyond the earliest of the following: (a) all amounts due under this Agreement are paid; (b) five (5) years has elapsed from the termination of employment; or (c) the District Superintendent's death.

p. **Moving Allowance.** The District shall provide Dr. Johnston with a one-time reimbursement for moving expenses associated with moving to a location geographically in or near the Wallingford-Swarthmore School District. The moving expense allowance will be determined by Dr. Johnston receiving 3 estimates from 3 reputable moving companies and will provide them as evidence of the amount of reimbursement that Dr. Johnston intends to seek. The District will pick the least costly estimate provided as the maximum level of one-time reimbursement of moving expenses as defined herein. The Superintendent, in order to collect these moving expenses, will submit the reimbursement request on or before December 31, 2025. Once the move is completed, the Superintendent shall submit a request for reimbursement, which shall include an itemized bill/receipt, to the Business Administrator of the District and the Board President for approval. Such moving expenses will be limited to expenses charged by a moving company or moving hauler of the Superintendent and the Superintendent's family's personal property.

6. **Superintendent/Board Communications and Working Relationships.** No later than July 1, 2025, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually, the Board and the Superintendent shall review the agreed upon process and procedures for how they will communicate and work together and shall make any necessary changes. As part of the Superintendent/Board communication and working relationships, the Board shall work in tandem with the Superintendent to implement an initial entry plan, which preliminarily contains the following information:

Objective: Establish a solid foundation for an ongoing cycle of listening and learning to inform leadership decisions through building relationships and understanding district assets and needs.

Pre-Entry Phase: April 2025

Focus: Initial relationship building and guidance on entry plan for successful transition prior to assuming the position

- Meet with Board President, current interim superintendent, leadership team, and union president.
- Solicit feedback on entry plan, with a focus on refining data and information to review and individuals and groups for initial entry interviews.
- Begin to schedule listening sessions so they can begin immediately.

Phase 1: First 30 Days: May 5-June 2, 2025

Focus: Relationship building, understanding the climate and culture, and gathering data and information.

Listening Sessions with Key Stakeholders:

- **Directors of the Board of Education:** Individual meetings to understand members' vision, values, and expectations. Discuss current successes, challenges and long-term goals.
- **District Leadership Team:** Engage with central office staff to understand their perspectives on district strengths and challenges.
- **Principals:** Conduct individual meetings with principals to understand the unique culture and needs of each school.
- **Union Leadership:** Meet with union leadership team to understand history of labor/management collaboration and perspectives on establishing meaningful, problem-solving oriented relationships.

- **Teachers and Staff:** Host individual or group listening sessions to hear directly from educators and support staff about their experiences and ideas for improvement.
- **Students and Families:** Attend school events, hold focus groups with parent/teacher organization leaders, and meet with current student government leadership team.
- **Municipal Leaders:** Meet with police, fire, and borough leaders to establish readiness and lay a foundation for trust.
- **Community Leaders:** Invite leaders of local non-profit and community organizations for individual or group meetings to strengthen connections between the community and school district.

Sample Questions for Listening Sessions

- What are the most important characteristics of WSSD schools that I should understand?
- What are two things that happened in WSSD/in your school in the last three years that you are most proud of?
- What are two things that happened in WSSD/in your school in the last two years that you are most disappointed about?
- What are the assets of your school community that you want to make sure I am aware of?
- How can we improve the student learning experience in WSSD?
- What didn't I ask you that I should have?
- Who else should I meet with during my first 30 days?

Review District Data:

- Analyze academic performance data, graduation rates, attendance records, discipline reports, and other relevant metrics.
- Review financial statements, budgets, and resource allocation to understand the district's financial health.
- Study current strategic plan, surveys, and reports to identify key areas of strength and areas needing attention.

School and Community Visits:

- Visit all schools and key district sites, meeting with staff and students. Observe classrooms, extracurricular activities, and school environments.
- Attend local community events to connect with residents and establish a presence in the district.

Establish a Communication Plan:

- Launch regular communication with all district stakeholders, using newsletters and social media.

Additional Phases for 100-Day Entry Plan: To be developed. It is understood that the Board President and Board Vice President will have the authority to approve the final entry plan.

7. **Waiver of Right for Sabbatical Leave.** The Superintendent waives any rights that he may have to a sabbatical leave pursuant to the Public School Code except for restoration of health. Notwithstanding the foregoing, the Superintendent would be entitled to any sabbatical waiver payment that would be provided in the ACP for the purposes of retirement benefit allowances, conditioned upon the same eligibility rules set forth in the ACP.

8. **Duties of Dr. Johnston.** Dr. Johnston agrees to perform well and faithfully the duties required by the Board from time to time, and to do so in accordance with applicable law, including but not limited to the Public School Code, and shall further perform such duties as set forth in the job description of the Superintendents of Schools, a copy of which is attached hereto, made a part hereof, and marked Appendix B. Further, Dr. Johnston will have the complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his best judgment best serves the Wallingford-Swarthmore School District, subject to the requirements of Pennsylvania law. The responsibility for recommendations of employment of personnel shall be vested in the Superintendent, subject to approval by the Board. The responsibility for transfers and assignment of personnel shall be vested exclusively in the Superintendent, unless required otherwise by law. The Board or its members, individually or collectively, will promptly refer all criticisms, complaints, and suggestions to Dr. Johnston for study and recommendation.

9. **Indemnification and Hold Harmless.** The District agrees that it shall defend, hold harmless, and indemnify Dr. Johnston from any and all demands, claims, suits, actions, and legal proceedings brought against Dr. Johnston in his individual capacity or in his official agent and employee capacity of the District, provided the incident arose while Dr. Johnston was acting within the scope of his employment and excluding criminal litigation. This obligation to defend,

hold harmless, and defend Dr. Johnston shall be consistent with the provisions set forth in the Political Subdivision Tort Claims Act. In no case shall individual Board Members be considered personally liable for indemnifying Dr. Johnston against any demands, claims, suits, actions, and legal proceedings. This section shall survive the Term of this Agreement.

10. **Election of District Superintendent.** Dr. Johnston's election as District Superintendent is subject to the provisions of the Public School Code.

11. **Compensation Obligations.** The obligation of the District to compensate Dr. Johnston during the term of this Agreement shall be subject to the provisions of law and this Agreement.

12. **Separation from Employment.** In the event that Dr. Johnston seeks to resign or separate his employment with District for any reason other than death, illness, or disability, Dr. Johnston shall give District at least sixty (60) days' written notice in advance of the employment severance date. The failure of Dr. Johnston to give such required notice shall cause Dr. Johnston to lose any entitlement to any unused but accrued payments that may be offered pursuant to applicable District policy, the Administrative Compensation Plan or this Agreement, retiree benefits, or any type of entitlement to be paid upon employment separation.

13. **Discharge and Termination.** Throughout the term of this Agreement, Dr. Johnston shall be subject to discharge for the reasons specified in Section 1080 of the Public School Code. In the event that the Board of the District seeks to terminate Dr. Johnston for any statutorily permissible purpose, Dr. Johnston shall have the right to written charges, notice of hearing, a fair and impartial hearing, all elements of due process, as well as any appeal rights pursuant to law. At any such hearing before the Board of the District, Dr. Johnston shall have the right to be present and be heard, to be represented by counsel, and to present witnesses and

testimony relevant to whatever issues are raised. A transcript of the record of proceedings before the Board shall be made available to Dr. Johnston at the expense of the District.

14. **Death During Employment.** If Dr. Johnston shall die during the term of his employment, District shall pay to the surviving spouse or if no surviving spouse, to the estate of Dr. Johnston the compensation which otherwise would be payable to Dr. Johnston up to the end of the month in which Dr. Johnston's death occurs plus payment for unused leave, in accordance with this Agreement, subject to the provisions and limitations of Pennsylvania Probate Law. Thereafter, the District's obligation to pay premiums for insurance policies for Dr. Johnston as required under the Agreement shall terminate and the District shall have no further responsibility hereunder and the terms of this Agreement shall terminate automatically.

15. **Disability.** In the event Dr. Johnston becomes unable to perform the essential functions of his position as Superintendent, with or without reasonable accommodation, by reason of his physical or mental disability in accordance with law, and said disability continues for a period of more than six (6) calendar months including all sick or other usable leave to which Dr. Johnston is entitled under this Agreement or otherwise, the District may, at its discretion, request a health examination by a licensed physician of Dr. Johnston's choosing. If the consulting physician determines that the disability will extend more than six (6) calendar months after its inception and such disability renders Dr. Johnston unable to perform the essential functions of his job with or without reasonable accommodation, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations contained herein shall terminate, except that life and health insurance benefits under this Agreement or at least substantially equivalent life and health insurance benefits, shall continue until the end of the applicable plan year subject to Dr. Johnston contributing his share toward

premium costs as set forth in the ACP or until such time as Dr. Johnston becomes employed in another public school entity and becomes eligible for other substantially equivalent health and life insurance benefits by virtue of that employment, whichever comes first. In addition, the District shall pay Dr. Johnston for his unused vacation and sick leave in accordance with this Agreement. Notwithstanding any other provision of this Agreement, the District and Dr. Johnston agree that is the express intention of the parties that Dr. Johnston has not waived or in any way impaired his rights, nor will the District unlawfully discriminate against Dr. Johnston or violate his rights, under the Americans with Disabilities Act, the Family Medical Leave Act, the Pennsylvania Human Relations Act, the Public School Code, or any other applicable state or federal law.

16. **Seat on the School Board.** Dr. Johnston shall have a seat on the Board of School Directors and its committees and shall have the right to speak on all matters before them, but not to vote.

17. **Representation of Dr. Johnston.** Dr. Johnston represents that, at all times during the term of employment, he will have a duly issued and validated certificate to act as Superintendent of Schools in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District, upon request. Dr. Johnston agrees to notify District if the foregoing representation is no longer true and correct during any period during the term of employment within five (5) calendar days when Dr. Johnston learned or should have learned that he does not have a duly issued and validated certificate as aforesaid. This Agreement is further subject to Dr. Johnston having legally acceptable criminal history background checks pursuant to Pennsylvania law, including but not limited to the Pennsylvania Child Protective Services Act, Section 1-111 of the Public School Code, and an FBI criminal history background check.

18. **Duty to Defend.** The District shall defend Dr. Johnston and his heirs against any civil actions, claims, suits, and/or other legal proceedings brought against Dr. Johnston, in his official agent and employee capacity of the District, specifically as the result of Dr. Johnston's actions within the scope of his duties as Superintendent of the District, as well as any directive issued by the Board of the District. The District agrees to indemnify and hold harmless Dr. Johnston and his heirs and to pay any civil judgments or awards entered against Dr. Johnston or his heirs as the result of Dr. Johnston's actions within the scope of his duties as Superintendent of the District, as well as the result of any directive issued by the Board of the District. The District will not be obligated to defend Dr. Johnston in any discharge, removal proceedings, or other proceedings in which the District is an adverse party or in any criminal proceeding. This section shall survive the Term of this Agreement.

19. **Provisions in Accordance with School Code.** This Agreement shall not be in violation of any provisions of the School Code and shall be construed as containing and be read in conformity with all provisions of the School Code as it relates to the relationship between a "District" and its "Superintendent."

20. **Modification.** Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by Dr. Johnston and approved by the Board of the District and executed by an authorized officer of said Board.

21. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may not be changed, amended, modified, or superseded, except by written instrument executed by the parties hereto. This Agreement supersedes any and all other agreements between the parties hereto with respect to the subject matter hereof.

22. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one instrument.

23. **Possible Illegalities.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the parties shall be construed and enforced accordingly.

24. **Enforcement of Agreement.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. Each and every provision of this Agreement has been mutually negotiated, prepared, and drafted and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted, or negotiated any provision of this Agreement or its deletion.

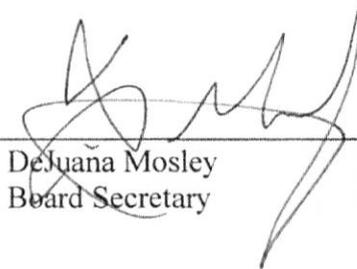
25. **Reappointment.** The District shall notify the Superintendent in writing by certified mail, no later than ninety (90) days prior to the expiration of this Agreement of the Board's intent not to reappoint him. Should the Superintendent not be so notified, the Superintendent shall be reappointed at the next regularly scheduled Board meeting following the ninety (90) days' notification requirement for a one (1) year term in accordance with the Public School Code.

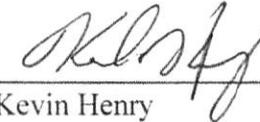
26. **Internal Revenue Code Section 409A Compliance.** This Agreement and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent

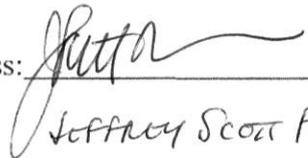
such Internal Revenue Code section applies to any non-qualified deferred compensation paid hereunder. The Board and Superintendent intend that this Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject the Superintendent to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Agreement shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Agreement shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The Board and the Superintendent shall cooperate in good faith to modify this Agreement as necessary to comply with the requirements of Section 409A of the Internal Revenue Code. This obligation shall survive the termination of this Agreement.

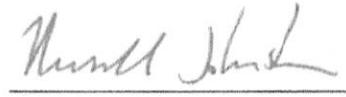
IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF SCHOOL DIRECTORS OF
THE WALLINGFORD-SWARTHMORE
SCHOOL DISTRICT

Attest: 
DeJuana Mosley
Board Secretary

By: 
Kevin Henry
Board President

Witness: 
JEFFREY SCOTT FULFORD


Dr. Russell D. Johnston

APPENDIX A

APPENDIX A

WALLINGFORD-SWARTHMORE SCHOOL DISTRICT SUPERINTENDENT'S OBJECTIVE PERFORMANCE STANDARDS 2025-2026 SCHOOL YEAR

Pathway #1 Social Awareness, Justice and Belonging

Goal: The Superintendent will review current District policies and develop a framework that identifies a three-year plan for updating all District policies. The framework will describe a review process that ensures that policies remain relevant, aligned with educational and legal standards, are equitable, and effectively address the needs of students, staff and the community.

Objectives: By December 2025, the Superintendent will provide the Board with this framework, which will clearly identify all policies, when they were last updated, and when they will be updated again.

By May 2026, the Superintendent will have led the process of updating a minimum of 10 policies using the new framework.

Pathway #2 Teaching Learning and Innovation

Goal: The Superintendent will ensure that students are provided with a comprehensive educational experience that improves academic and social and emotional outcomes, reduces achievement gaps, and addresses disproportionate performance results district-wide.

Objectives: The Superintendent will create and participate on a district-wide instructional leadership team that will review data to evaluate the effectiveness of curriculum and instruction and make adjustments that will result in improved student academic achievement.

By February 2026, the Superintendent will deliver to the Board an academic presentation that will include the following components for evidence of achieving the goal:

- Identification of and explanation for curricular changes that have been made as a result of the instructional leadership team's review
- Efforts made and results demonstrating a narrowing of the achievement gap and student performance disproportionality.

Pathway #3 Culture, Community and Communication

Goal: The Superintendent will ensure that the District cultivates a caring and inclusive relationship with the community based on ongoing, two-way communication, engaging all families as active participants in student learning.

Objectives: By June 2025, the Superintendent will have developed and implemented a plan for regular, ongoing and transparent communication with the Board and the community.

By September 2025, the Superintendent will present the results of his 100-day entry plan to the Board, emphasizing his effort to reach all members of the community, particularly the most historically underserved areas of the community.

The Superintendent will update the Board on at least three occasions between September 2025 and April 2026 on data and information related to communication and school culture and climate (e.g., the results of annual culture and climate surveys of parents, staff and students, the results of surveys related to the effectiveness of school and district communications, feedback from the superintendent’s student advisory council, and participation rates in communication efforts). Each presentation will include an emphasis on data and information related to historically underserved groups in the community.

The Superintendent will be highly visible in and accessible to the community, and he will regularly update the Board on his involvement in school and community events and engagements.

Pathway #4 Wellness & Social/Emotional Competencies

Goal: The Superintendent will create and maintain a student-centered, safe, inclusive, and positive learning environment for all learners—*students, teachers, staff, administrators, and community members*.

Objectives: By October 2025, the Superintendent will establish a high school advisory council that will meet on a regular basis, with a focus on learning about their perspectives on their learning and wellness experiences. The Superintendent will provide periodic updates to the Board on actions he is taking in relation to feedback received from this advisory council.

By February 2026, the Superintendent will present to the Board a comprehensive update on mental health supports for students and their impact on student well-being and academic performance, such as attendance and participation.

By April 2026, the Superintendent will present to the Board an analysis of data related to discipline, incidents, and safety concerns and recommendations for improvements to school interventions.

Pathway #5 Infrastructure and Finance

Goal: The Superintendent, in coordination with the business manager and director of facilities, will develop and present a responsible budget and facilities plan that provides the resources needed to maintain quality education programs while ensuring fiscal responsibility.

Objectives: By May 2026, the Superintendent will provide the Board with a comprehensive five-year financial plan that ensures the District can meet its educational goals while remaining financially responsible and sustainable.

By April 2026, the Superintendent will present a proposed budget and a comprehensive, user-friendly budget book for school year 2026-27 to the Board.

By April 2026, the Superintendent will present a 1-, 5-, and 10-year capital plan that prioritizes immediate maintenance needs and long-term capital improvements while maintaining fiscal responsibility.

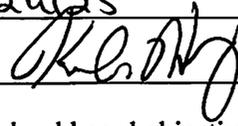
The Superintendent will display responsiveness to taxpayer needs and concerns and will periodically summarize these concerns and his solutions for the board.

APPENDIX B

SUPERINTENDENT OF SCHOOLS

REPORTS TO: Board of School Directors

DATE: 2/24/25

APPROVED BY: 

JOB SUMMARY: Directs the development of and recommends to the school board objectives and programs to meet the needs of students, staff, and the community; directs preparation and presentation of budgets and makes recommendations on revenue sources; addresses community and civic groups on education related issues; interprets policy and programs to staff, individuals, and community groups and to government agencies.

ACCOUNTABILITY: To manage and direct the operational and educational programs of the school district to achieve the goals and standards set by the Board of Education.

SPECIFICATIONS: Doctorate in Educational Leadership, with experience as Superintendent or Assistant Superintendent, and additional 5 years' experience as administrator or teacher; letter of eligibility or letter of authorization issued by PA Department of Education; demonstrated experience in school finance, personnel, labor relations and curriculum development required.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Serve as the Chief Executive Officer of the Board of Education under the direction and authority of the Board of School Directors.
2. Direct the daily operation of the district's schools; develop short-range and long-range district goals and methods to evaluate the operational effectiveness of the district.
3. Confer with the Board of School Directors to plan and initiate programs and policies concerning the organizational, operational and educational functions of the district and be ultimately responsible for their execution.
4. Direct the development of and make recommendations for the yearly operating budget on a timely basis that reflects the needs of the district and the use of district assets and resources.
5. Serve as the official spokesperson for the district in providing information to the Board of Education, district employees and the community on matters affecting the operation of the school district.
6. Establishes operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements.
7. Ensure that district students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
8. Perform other duties as deemed necessary and appropriate under the direction of the Board of Education.